

23031

OLD MILL PARK
ANNEXATION

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This Annexation is made this the 9 day of MAY, 1984, by SUGARLAND PROPERTIES INCORPORATED (hereinafter called "Declarant").

WHEREAS, Declarant executed on the 18th day of June, 1982, a Declaration of Covenants, Conditions and Restrictions for First Colony (the "Declaration"), and the same was filed for record, on the 22nd day of June, 1982, in the office of the County Clerk of Fort Bend County, Texas, under Clerk's File Number 24932, which is Volume 1059, Page 152, et seq, of the Deed Records of Fort Bend County, Texas; and,

WHEREAS, said Declaration provides that certain real property described in the Exhibit "B", attached thereto, located in Fort Bend County, Texas, may be made subject to the terms of the Declaration; and

WHEREAS, Declarant is the owner of the hereinafter described property, being a portion of the real property described in Exhibit "B" in the Declaration, and being a portion of a 16.2327 acre subdivision in the William Stafford League, Abstract No. 89, in Fort Bend County, Texas; which portion of the subdivision is more particularly described as follows:

I. SECTION ONE

Tract One of Section One contains a total of 2.2320 acres, which includes a 0.1918 acre landscape Reserve "A" and a 1.1018 acre Commercial Reserve "B".

II. SECTION TWO

Section Two contains 12.7184 acres which include the following:

Lots One (1) through Twenty-six (26), inclusive, in Block One (1);

Landscape Reserves A through C, containing 0.0872 acres, 0.3326 acres, and 0.0472 acres, respectively.

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All of said 26 Lots and Five (5) Reserves are located in Old Mill Park (said Lots and Reserves are hereinafter called the "Property") according to the map or plat thereof recorded at Slide No. 674B, of the Plat Records of Fort Bend County, Texas; and

WHEREAS, Article IX of the Declaration permits the annexation of additional properties to become a part of the First Colony Community Services Association, (the "Association"), and to become subject to the terms and conditions of the Declaration; and

WHEREAS, Article IV of the Declaration permits the addition of restrictions to particular portions of the Property and the designation of the same as neighborhoods; and

WHEREAS, Declarant desires to annex said Property into the Association and to specify the use of the above referenced Property and by this Annexation does hereby set forth the same.

NOW THEREFORE, Declarant does hereby declare as follows:

1. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Annexation.

2. The Property shall hereinafter be known as part of the Old Mill Park Neighborhood of First Colony.

3. The Property shall be subject to the following use limitations:

a. Single Family Residential Construction: No platted Lot shall be used for any purpose or purposes except for residential purposes. The Landscape Reserves shall be utilized as Common Area for the Association, and no other purpose. The Commercial Reserve shall be utilized and used for non-residential purposes only.

b. Minimum Square Footage Within Improvements: The living area on the ground floor of the main structure (exclusive of one-story open porches, garages, and servants' quarters) shall be not less than Twelve Hundred (1,200) square feet for one-story dwellings, nor less than Eight Hundred (800) square feet for a dwelling of more than one story, and such dwelling shall have at least Twelve Hundred (1,200) square feet of living area.

c. Location of the Improvements: No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, and no building (except a permitted accessory building located sixty-five (65) feet or more from the front lot line) shall be placed on any Lot so as to be located:

- (i) nearer than five (5) feet to either of the side lines of such Lot;
- (ii) so that the aggregate width of the side yards at the front building setback line is less than fifteen percent (15%) of the width of the Lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than five (5) feet;
- (iii) No single family residence shall be located on any interior Lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement.
- (iv) All improvements in the neighborhood shall be constructed on a residential Lot so as to front the street upon which such Lot faces. The New Construction Committee (the "NCC" as established in the Declaration) shall have the right and power to designate the direction in which the improvement on any corner residential Lot shall face. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions below, these building setback provisions shall be applied to such resultant building site as if it were one original platted lot.
- (v) Corner lots facing two streets shall be permitted direct access to either street provided the garage, attached or detached, is located a minimum of twenty (20) feet from the side property line, and the NCC gives its approval prior to any construction on such Lot. The main structure on such Lot may be located on the building setback line as shown on the recorded plat of the neighborhood.

d. Composite Building Site: Any persons owning two or more adjoining Lots may consolidate whole Lots into building sites, with the privilege of placing or constructing improvements, as permitted on each such resulting building site. No Lot may be subdivided.

e. Temporary Buildings: No structure of a temporary character, such as a mobile home, trailer, tent, shed, shack or barn shall be placed, stored or constructed on any Lot. A temporary office or work shed may, following approval thereof by Declarant or its assigns, be maintained upon any Lot or Lots by any building contractor

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or sales agency in connection with the erecting and sale of dwellings in the Property, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from Declarant or its assigns. Outbuildings, including portable structures used for accessory or storage purposes, shall be limited to a maximum of eight feet (8') in height, one hundred twenty (120) square feet of floor space, shall correspond to the style, color, and architecture of the dwelling to which it is appurtenant and shall be subject to approval by the NCC.

f. Storage of Automobiles, Boats, Trailers, and Other Vehicles: No boat trailers, motor homes, boats, travel trailers, truck trailers, inoperative automobiles, campers or vehicles of any kind are to be stored for more than forty-eight (48) hours in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the Lot.

g. Walls and Fences: No fence or wall shall be erected, placed, or altered on any Lot:

- (i) Nearer to any side street than the side property lines as shown on the Plat;
- (ii) Nearer to the front lot line than the plane of the front exterior wall of the residential structure of the Lot, but no closer than the front building setback line as shown on the Plat.

All fencing for lots shall be of cedar wood. The use of chain link fencing is prohibited, except for tennis courts and other special applications, and then only with written permission from the NCC. No fence shall exceed six (6) feet in height without written permission from the NCC. All fencing visible from the street shall have all pickets nailed on the street side of the fence so that no rails or posts show when viewed from the street. Fencing bordering Three Rivers Drive shall be in accordance with Declarant's design and must be approved by Declarant prior to construction.

h. Signs, Advertisements, Billboards: No signs, billboards, posters or advertising devices of any character shall be erected or displayed to the public view on any Lot except for one (1) sign of not more than five (5) square feet advertising the property is for sale. The right is reserved for builders, provided prior written consent is obtained from the NCC or Declarant, to construct and maintain signs, billboards, or advertising devices on Lots owned by the Declarant for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builders, provided, however, that such signs, billboards, or advertising devices must be removed within ten (10) days following notice to that effect from Declarant or its assigns.

i. Type of Construction, Materials, and Landscape:

- (i) The exterior materials of the main residen-

tial structure and any attached garage and servants' quarters shall be not less than fifty-one percent (51%) masonry, unless otherwise approved by the NCC.

(ii) Stone should be native Texas stone and must complement the style of the architecture employed and conform to the color scheme of the immediate neighborhood.

(iii) The roof of any building shall be constructed or covered with asphalt or composition type shingles of 230# or heavier weight with a color that would be dark brown or approximate the color of weathered cedar shingles. The decision of such comparison shall rest exclusively with the New Construction Committee. Any other type of roofing material shall be permitted only at the sole discretion of the NCC, upon written request.

(iv) Before the dwelling unit is complete and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb and shall extend from property line to property line. Owners of corner Lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line and shall also install a wheelchair ramp at the corner. Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

(v) All roof stacks and flashings must be painted to match the roof color.

j. Covenant for Transportation Charges:

(i) Creation of the Lien and Personal Obligation of Charges. Declarant hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay certain Transportation Charges, as such term is herein defined, to be established and collected as hereinafter provided. The Transportation Charges, together with accrued but unpaid interest on delinquent charges, and reasonable attorney's fees, shall be a charge on the land and shall constitute a continuing pre-existing vendor's lien retained in favor of Declarant upon the property against which each such Transportation Charge is made. This lien shall be assigned to the Recipient and Administrator of the Transportation Charges as hereinafter set forth.

Payment of each such Transportation Charge, together with accrued but unpaid interest on delinquent charges at the rate specified for judgments in Texas, and reasonable attorney's fees, shall also be the personal obligation of the person, as such term is herein defined, who was the Owner of such property at the time when the Transportation Charge became due and payable. The personal obligation for payment of a delinquent Transportation Charge shall not pass to such person's successors in title unless expressly assumed by them.

An action of law may be brought against the Owner personally obligated to pay said Transportation Charge and/or the lien against the property thereby encumbered may be foreclosed. Each such Owner, by his acceptance of a deed to any such parcel, hereby expressly vests in Declarant the vendor's lien provided for in this Article, together with the right and power (i) to bring all actions against an Owner personally liable for the payment of the charge in order to enforce the collection of such Transportation Charges as a debt and (ii) to enforce in the aforesaid lien by all methods provided by law for the enforcement of such liens including, but not limited to, judicial foreclosure by an action brought in the name of the then Recipient and Administrator of the Transportation Charges, such judicial foreclosure to be instituted and carried forth in a like manner as a foreclosure of a Mortgage or deed of trust lien on real property. Each such Owner hereby expressly grants a power of sale in connection with the said lien. No Owner may waive or otherwise escape liability for the Transportation Charges provided for herein by abandonment of his property.

(ii) Purposes of Charges. Funds provided by the transportation Charge shall be used exclusively (i) to furnish transportation services and (ii) to promote the utilization of various systems of transportation in order to best meet the domestic, educational, recreational, and leisure needs of the users of such systems in the manner deemed most appropriate by the Recipient and Administrator of the Transportation Charges, as such term is hereinafter defined. The expenditure of such funds may be utilized for, but shall not be limited to, studying, establishing, operating, maintaining and doing any other things necessary or desirable which are deemed appropriate by the Recipient and Administrator of the Transportation Charges, in providing transportation facilities and systems.

(iii) Maximum Annual Rate of Transportation Charges. Upon commencement of the Transportation Charges in accordance with the terms of this Article, the maximum annual Transportation Charge per Lot, Residential Unit, Commercial Unit, Tract or other parcel of real estate so encumbered shall be an amount no greater than Twenty-Five Cents (\$0.25) per One Hundred Dollars (\$100.00) of value of each such parcel, together with any and all Improvements situated thereon, with same being assessed at One Hundred percent (100%) of appraised market value. Personal property shall be specifically excluded in calculating the assessed value of the property hereby encumbered. The market value of the land and Improvements for purposes of calculating a Transportation Charge against each parcel of real estate so encumbered shall be determined and established in accordance with the real property valuations established by the rolls of the Fort Bend County Tax Assessor/Collector or of such other tax assessor/collector employed by a governmental subdivision of the State of Texas who performs the functions of assessing and appraising the individual properties subject to the Transportation

Charge on a uniform basis. This designation as to which tax assessor/collector's rolls are to be utilized is to be made and can be changed at the sole discretion of the Recipient and Administrator of the Transportation Charges.

Upon receipt of the valuations established by such Tax Assessor Collector's Rolls, the annual Transportation Charge may be promulgated and set at a rate not in excess of the maximum rate herein established.

(iv) Classification of Property. The Properties shall be divided into two classes for purposes of establishing and determining the Transportation Charges, Class A parcels and Class B parcels. Class A parcels shall be those Residential Units, Tracts or parcels upon which a residence or other permanent Improvements have been constructed and occupancy therein or utilization thereof for residential, business, commercial or other purposes, has commenced. Class B parcels shall be all other parcels not designated as Class A parcels. Upon commencement of the assessment of the annual Transportation Charge, all parcels shall commence to bear their applicable Transportation Charge simultaneously with such commencement. Because of the nature and purpose of the Transportation Charge, the full charge shall not be applicable to Class B parcels. Class B parcels shall bear a Transportation Charge which is Twenty-Five Percent (25%) of a regular full assessment. However, at such time as there is constructed on any Class B parcel permanent Improvements which are occupied or utilized for residential, business, commercial or other purposes, such Class B Lot or parcel shall automatically and irrevocably convert to and assume the status of a Class A parcel effective as of the date of such occupancy or utilization and the Transportation Charge for the then current year shall be adjusted according to the number of months remaining in that calendar year.

(v) Commencement of Transportation Charge. An election shall be held in the Property burdened by the transportation lien in the year 1984 on the questions of the commencement of the Transportation Charges and the designation of a Recipient and Administrator. The designation and structure of the Recipient and Administrator, the wording of the propositions of the ballots and the timing and conduct of the election shall be subject to the approval of the Department of Housing and Urban Development, the Veterans Administration and the Board of Directors of the First Colony Community Services Association, Inc.

Notice of this election shall be given in writing to each Owner of such property by mailing or delivering a copy of such notice at least thirty (30) days before such election using the address appearing on the rolls of the Fort Bend County Tax Assessor/Collector for the purpose of such notice. Such notice shall specify the place, day and hours of the election, the proposition to be voted on and the location where detailed information regarding these propositions may be found.

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There shall be one (1) vote permitted for each parcel of land. If a majority of the votes cast in the election are favorable, the Recipient and Administrator of the Transportation Charges shall be assigned the vendor's lien held by Declarant securing the Transportation Charges and shall be authorized to make the necessary assessments and other wise carry out its duties including:

- (a) Making the decision as to when the Transportation charges shall commence to accrue (no earlier than January 1, 1985);
- (b) Fixing the rate of the charge (not to exceed \$0.25 per \$100.00 of assessed valuation);
- (c) Administering the Transportation Charge proceeds for the benefit of users of the transportation facilities;
- (d) Enforcing the lien herein provided for in the event the assessed transportation charge against such parcel thereby encumbered is not timely paid; and
- (e) Performing any and all other acts necessary to implement the intent of this Article to the end that the contributors to and users of the transportation facilities shall be served by transportation systems which will ultimately enhance their mobility and conserve the expenditure of energy.

Subject to the outcome of the election, the annual Transportation Charge against the Class A and Class B parcels shall commence to accrue (i) on January 1, 1985, or (ii) at such later time determined by the Recipient and Administrator of Transportation Charges. The annual Transportation Charge on each parcel thereafter encumbered shall mature and become due and payable on the first day of January of each succeeding year following the initial assessment of the charge. The rate for each ensuing year shall be established no later than the first day of October of the preceeding year. Thus, if a Transportation Charge is to be assessed for the year 1985, the rate of the charge must be promulgated no later than October 1, 1984. The valuation of the Tax Assessor/Collector for the year the rate of charge is set shall be applicable in calculating the charge. Thus, in the example, the 1984 valuations shall be employed for the charge accruing in 1985. Written notice of the rate and value of the annual Transportation Charge shall be sent to every Owner of a parcel subject thereto at the address of such parcel subject to the charge or at such other place or places as to be determined and designated by the Recipient and Administrator of the Transportation Charge. Upon demand and for a reasonable charge, there shall be furnished a certificate setting forth the paid-in-full or delinquent status of the charge on a specified parcel herein encumbered. Any Transportation Charge not paid within thirty (30) days after the due date (due date being January 1st of the year

subsequent to the year of assessment of that particular charge) shall be delinquent, shall bear interest from the due date until the date of payment and shall be subject to the remedies vested in the Recipient and Administrator all as herein provided.

vi. Subordination of the Lien to Mortgages: The vendor's lien securing the Transportation Charges against any parcel encumbered thereby as provided for herein shall be expressly subordinate and inferior to the lien of any mortgage on any such parcel. Sale or transfer of any such parcel shall not affect or diminish the enforceability of the Transportation Charge liens; however, the sale or transfer of any such parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Transportation Charges against such parcel only as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel of land (i) from liability for any Transportation Charges thereafter becoming due or (ii) from the lien thereof hereby created.

The Declaration, except as expressly supplementally amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

EXECUTED as of the day and year first above written.

SUGARLAND PROPERTIES INCORPORATED

By: Don L. H. White
VICE President

ATTEST:

Calvin A. ...
Secretary

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THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Ronald H. White, Vice President of SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 9th day of May, 1984.

Patricia A. Pierce
Notary Public, State of Texas



PATRICIA A. PIERCE
Notary Public, State of Texas
My Commission Expires 8-6-86

Printed Name of Notary Public

My Commission Expires: 8-6-86



PATRICIA A. PIERCE
Notary Public, State of Texas
My Commission Expires 8-6-86

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Sugar Land Properties
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